verdict for the plaintiff, retrial was ordered solely for error in the instructions to the jury as to the measure of damages. *Held*, that a new trial upon all the issues, resulting in a verdict for the defendant, is not error. *Cerny* v. *Paxton and Gallagher Co.*, 119 N. W. 14 (Neb.).

A new trial as a remedy for prejudicial error is of comparatively modern development in the common law. See *Bright* v. *Eynon*, 1 Burr. 390; 3 Bl. Comm. 388, 390. Retrial of all the issues has never been a matter of right, the court having discretion to confine it to particular issues. See *Hutchinson* v. *Piper*, 4 Taunt. 555. A new trial is but a means to an end, the correction of error. Hence, when error affects but one issue, which is readily separable and which can be examined without considering the general merits of the case, the new trial should be limited to that issue. *Benton* v. *Collins*, 125 N. C. 83. But see *Edwards* v. *Lewis*, 18 Ala. 494. This is true when issues have been separately submitted to the jury. *Mitchell* v. *Mitchell*, 122 N. C. 332. The issue upon a single plea may be retried; or, merely the question of damages. *Third Natl. Bank* v. *Owen*, 101 Mo. 558, 585; *Boyd* v. *Brown*, 17 Pick. (Mass.) 453, 461. The opposite rule, taken by the principal case, clogs the courts with useless litigation, subjects the state and the parties to unnecessary expense, and deprives the plaintiff of ground legally won. *Lisbon* v. *Lyman*, 49 N. H. 553. As the statute in question did not forbid partial retrials, the common law rule should have prevailed, and such has been the holding in other jurisdictions having similar statutes. *San Diego Co.* v. *Neale*, 78 Cal. 63.

Nuisance — Equitable Relief — Bill against Public Nuisance by Individual. — The defendant, a riparian owner on New York Bay, erected a pier. This was so constructed as to hinder the free access of the public, by way of the sea-shore, to the plaintiff's place of amusement. The plaintiff sought to enjoin this obstruction, showing that it caused him special damage. *Held*, that the injunction should be granted. *Barnes* v. *Midland Railroad Terminal Co.*, 193 N. Y. 378.

This decision overrules that of the lower court discussed in 22 Harv. L. Rev. 137.

Pardon — Validity of Condition Extending beyond Term of Sentence. — A convict was pardoned on condition that if he subsequently committed a felony, the pardon should be void, and he should serve, in addition to the penalty imposed for the subsequent offense, that part of the original sentence which remained unserved at the time of his discharge. After the term of his original sentence had expired, he was convicted of a felony and sentenced to prison. After the expiration of the subsequent sentence, he was detained by reason of the condition in the pardon. *Held*, that the detention is lawful. *Ex parte Kelley*, 99 Pac. 368 (Cal.).

The rule that the power to grant a pardon carries with it the power of granting a conditional pardon is clearly settled. *Arthur* v. *Craig*, 48 Ia. 264. But the condition, of course, must not be illegal. See *State* v. *Smith*, 1 Bailey (S. C.) 283. The general rule is that a convict recommitted after condition broken may be detained after the time fixed for the expiration of his original sentence until he has served the unserved portion of that sentence. *In re McKenna*, 79 Vt. 34. A statute to the same effect has been held constitutional. *Fuller* v. *State*, 122 Ala. 32. On the other hand, it has been laid down that conditions which are to extend beyond the term of the sentence are illegal, as a usurpation of the judicial function by the executive. *In re Prout*, 12 Idaho 494. And it has been held that the duration of the condition will be limited to the period of sentence, unless the contrary is clearly stated. *Huff* v. *Dyer*, 4 Oh. Cir. Ct. R. 595. But of the few decisions on the point the majority support the principal case, and that, it would seem, with sound policy. *State* v. *Barnes*, 32 S. C. 14.

Pledges — Rights of Pledgee of Mortgage who Buys in Title at Foreclosure Sale. — The defendant gave the plaintiff his note, and assigned